

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER

Department/Division: HEALTH/NCHS

Date Prepared: 12/23/11

Telephone: 520-432-9402

Grantor: ADHS

Grant Title: STD SERVICES

Grant Term From: 1/1/12

To: 12/31/12

Fund No/Dept. No: 237

Note: Fund No. will be assigned by the Finance Department if new.

New Grant ☐ Yes

☒ No

Amendment No. 7

Increase \$ 0

Decrease \$ 0

Briefly describe purpose of grant:

TO PROVIDE STD TESTING FREE OF CHARGE TO COCHISE COUNTY RESIDENTS.

If amendment, provide reason:

ANNUAL AMENDMENT TO PROVIDE FUNDING THROUGH 2012.

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$2,271.00			\$2,271.00
Remaining Years					
Total Revenue		\$2,271.00			\$2,271.00

Is County match required? ☐ Yes ☒ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: ADHS

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☒ Yes ☐ No

a) Total A-87 cost allocation \$114 (SMALL GRANT OH @ 5%)

b) Amount of overhead allowed by grant 0 County subsidy (a-b) \$114

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 0

Executive Summary Form

Agenda Number: HLT- (STD Services. Amend.7)

Recommendation:

Approve Amendment 7, to IGA #: HG854323, STD Services, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$2,271 for the period of 1/1/12 – 12/31/12.

Background (Brief):

The Health Department has received funds for the ADHS for many years to provide screening, laboratory testing, treatment, and follow-up for sexually transmitted diseases (STDs) primarily Gonorrhea, Chlamydia, and Syphilis. Through this contract the CCHD is funded to ensure availability of STD care, treatment and services to our community.

These grant funds primarily pay for the laboratory testing and treatment regimens for STDs. General Funded nursing staff provides these services free of charge. The Nursing Division will continue to use ingenuity and other (limited) sources of funding to avoid impact on its General Fund budget in order to continue providing these services. The Health Director will inform the Board in advance of the time when this is no longer possible.

This amendment deletes in its entirety, Uniform Terms and Conditions, Page Three (3), Provision Three (3), Contract Administration and Operation, Item 3.3, Non-Discrimination, and replaces it with the following:

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act., plus the changes in scope of work affecting items 3-8 as seen in the attached IGA.

Fiscal Impact & Funding Sources:

Grant	Amount	Salaries + ERE's	Authorized OH	Small-Grant OH at 5%*	<i>Net Co. Subsidy</i>
STD	\$2,271	\$0	\$0	\$114	<i>\$114</i>

* Small-grant rate used for subsidy calculation since there are no salaries/EREs

Next Steps/Action Items/ Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this amendment may cause the inability of the Health Department to collect the reimbursement for STD testing services from the ADHS and would cause cessation of this service to the community.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Elena Beeman

Contract No: **HG854323**

Amendment No. **7**

STD Services

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective upon final signature, as follows:

1. Pursuant to Special Terms and Conditions, Page Ten (10), Provision Two (2), Contract Extension (4 Years), this Contract is hereby extended, for the final year, through December 31, 2012.

The following changes are effective July 1, 2011:

2. Delete in its entirety, Uniform Terms and Conditions, Page Three (3), Provision Three (3), Contract Administration and Operation, Item 3.3, Non-Discrimination, and replace it with the following:

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

All other provisions shall remain unchanged.

Cochise County Department of Health & Social
Services

Contractor Name
1415 W. Melody Lane, Building A

Address
Bisbee, AZ 85603-3090

City State Zip

CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____, 2011

Procurement Officer

Attorney General Contract No. **PIGA2010000344**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Printed Name: Ronald E. Johnson

RESERVED FOR USE BY THE SECRETARY OF STATE

**Under House Bill 2011, A.R.S. § 11-952
was amended to remove the requirement
that Intergovernmental Agreements be filed
with the Secretary of State.**

	<p align="center">INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</p>		<p align="center">ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax</p>
	Contract No: HG854323	Amendment No. 7	Procurement Specialist Elena Beeman

3. Add to the Uniform Terms and Conditions, Page Four (4), Provision 3.11, with the following:

E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4. Add to the Uniform Terms and Conditions, Page Four (4), Provision 3.12, with the following:

Scrutinized Businesses

In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

5. Add to the Uniform Terms and Conditions, Page Four (4), Provision 3.13, with the following:

Offshore Performance of Work Prohibited


Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

6. Delete in its entirety, Special Terms and Conditions, Page Ten (10), Provision Five (5), Health Insurance Portability and Accountability Act (HIPAA) of 1996, and replace it with the following:

Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No. HG854323	Amendment No. 7	Procurement Specialist Elena Beeman

7. Delete in its entirety, Special Terms and Conditions, Page Ten (10), Provision Six (6), Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, from Amendment One (1), Page One (1), and replace it with the following:

Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

8. Add to Special Terms and Conditions, Page Eleven (11), Provision Eight (8), with the following:

Pandemic Contractual Performance

- 8.1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
- a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b) Alternative methods to ensure there are products in the supply chain.
 - c) An up to date list of company contacts and organizational chart.
- 8.2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
- a) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code.
 - c) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- 8.3. The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.